

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

IVAN LISITSYN,

Plaintiff,

v.

EXPERIAN INFORMATION
SOLUTIONS, INC., CHASE AUTO
FINANCE CORP., GMAC MORTGAGE
CORP.,

Defendants.

NO. CV 09-357-RAJ

DEFENDANT EXPERIAN
INFORMATION SOLUTIONS, INC.'S
ANSWER TO PLAINTIFF IVAN
LISITSYN'S COMPLAINT

ANSWER AND AFFIRMATIVE DEFENSES

NOW COMES Defendant Experian Information Solutions, Inc. ("Experian"), by its undersigned counsel, and in answer to the Complaint of Plaintiff Ivan Lisitsyn ("Plaintiff"), states as follows:

JURISDICTION

1. In response to paragraph 1 of the Complaint, Experian admits that Plaintiff has alleged jurisdiction pursuant to 15 U.S.C. § 1681(p) and also alleged that venue is proper in the Western District of Washington. Experian states that these are legal conclusions that are not subject to denial or admission.

EXPERIAN INFORMATION SOLUTIONS, INC.'S
ANSWER TO PLAINTIFF'S COMPLAINT- 1
Case No. (CV 09-357-RAJ)

Seattle-3523694.1 0099999-00001

STOEL RIVES LLP
ATTORNEYS
600 University Street, Suite 3600, Seattle, WA 98101
Telephone (206) 624-0900

PRELIMINARY STATEMENT

2. In response to Paragraph 2 of the Complaint, Experian admits that Plaintiff has alleged violations of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.* and supplemental state law claims. Experian states that these are legal conclusions that are not subject to denial or admission.

3. In response to Paragraph 3 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

4. In response to Paragraph 4 of the Complaint, Experian admits that it is qualified to do business and does conduct business in the State of Washington.

5. In response to Paragraph 5 of the Complaint, Experian admits that it is a consumer reporting agency within the meaning of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681, *et seq.* Except as specifically admitted, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

6. In response to Paragraph 6 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

7. In response to Paragraph 7 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

FACTUAL ALLEGATIONS

8. In response to Paragraph 8 of the Complaint, Experian denies each and every allegation contained therein that relates to Experian. As to the allegations that relate to the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

1 9. In response to Paragraph 9 of the Complaint, Experian states that it does not have
2 knowledge or information sufficient to form a belief as to the truth of these allegations and, on
3 that basis, denies each and every allegation contained therein.

4 10. In response to Paragraph 10 of the Complaint, Experian denies each and every
5 allegation contained therein.

6 11. In response to Paragraph 11 of the Complaint, Experian states that it does not
7 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
8 on that basis, denies each and every allegation contained therein.

9 12. In response to Paragraph 12 of the Complaint, Experian states that it does not
10 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
11 on that basis, denies each and every allegation contained therein.

12 13. In response to Paragraph 13 of the Complaint, Experian states that it does not
13 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
14 on that basis, denies each and every allegation contained therein.

15 14. In response to Paragraph 14 of the Complaint, Experian states that it does not
16 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
17 on that basis, denies each and every allegation contained therein.

18 15. In response to Paragraph 15 of the Complaint, Experian states that it does not
19 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
20 on that basis, denies each and every allegation contained therein.

21 16. In response to Paragraph 16 of the Complaint, Experian states that it does not
22 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
23 on that basis, denies each and every allegation contained therein.

24 17. In response to Paragraph 17 of the Complaint, Experian states that it does not
25 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
26 on that basis, denies each and every allegation contained therein.

EXPERIAN INFORMATION SOLUTIONS, INC.'S
ANSWER TO PLAINTIFF'S COMPLAINT - 3
Case No. (CV 09-357-RAJ)

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1 18. In response to Paragraph 18 of the Complaint, Experian denies each and every
2 allegation contained therein.

3 19. In response to Paragraph 19 of the Complaint, Experian states that it does not
4 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
5 on that basis, denies each and every allegation contained therein.

6 20. In response to Paragraph 20 of the Complaint, Experian denies each and every
7 allegation contained therein that relates to Experian. As to the allegations that relate to the other
8 defendants, Experian does not have knowledge or information sufficient to form a belief as to the
9 truth of these allegations and, on that basis, denies each and every allegation contained therein.

10 **STATEMENT OF CLAIMS AGAINST EXPERIAN**

11 21. In response to Paragraph 21 of the Complaint, Experian denies each and every
12 allegation contained therein, including subparts (a) through (e).

13 **STATEMENT OF CLAIMS AGAINST GMAC**

14 22. In response to Paragraph 22 of the Complaint, Experian states that it does not
15 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
16 on that basis, denies each and every allegation contained therein, including subparts (a) through
17 (e).

18 **STATEMENT OF CLAIMS AGAINST CHASE**

19 23. In response to Paragraph 23 of the Complaint, Experian states that it does not
20 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
21 on that basis, denies each and every allegation contained therein, including subparts (a) through
22 (e).

AFFIRMATIVE DEFENSES

FIRST DEFENSE

(Failure to State a Claim)

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or any other relief whatsoever from Experian.

SECOND DEFENSE

(Immunity)

Plaintiff's claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

THIRD DEFENSE

(Truth/Accuracy of Information)

Plaintiff's claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

FOURTH DEFENSE

(Indemnification)

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff are the result of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

FIFTH DEFENSE

(Failure to Mitigate Damages)

Plaintiff has failed to mitigate his damages.

SIXTH DEFENSE

(Laches)

The Complaint and each claim for relief therein is barred by laches.

1 **SEVENTH DEFENSE**

2 **(Contributory/Comparative Fault)**

3 Experian is informed and believes and thereon alleges that any alleged damages sustained
4 by Plaintiff were, at least in part, caused by the actions of Plaintiff and/or third parties and
5 resulted from Plaintiff's or third parties' own negligence which equaled or exceeded any alleged
6 negligence or wrongdoing by Experian.

7 **EIGHTH DEFENSE**

8 **(Estoppel)**

9 Any damages which Plaintiff may have suffered, which Experian continues to deny, were
10 the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and
11 barred from recovery of any damages.

12 **NINTH DEFENSE**

13 **(Statute of Limitations)**

14 Experian is informed and believes and thereon alleges that all claims for relief in the
15 Complaint herein are barred by the statute of limitations.

16 **TENTH DEFENSE**

17 **(Improper Request for Punitive Damages)**

18 Plaintiff's Complaint does not allege facts sufficient to rise to the level of conduct
19 required to recover punitive damages, and thus all requests for punitive damages are improper.

20 **ELEVENTH DEFENSE**

21 **(Unclean Hands)**

22 The Complaint, and each claim for relief therein that seeks equitable relief, is barred by
23 the doctrine of unclean hands.

TWELFTH DEFENSE

(Independent Intervening Cause)

Experian alleges upon information and belief that if Plaintiff sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.

THIRTEENTH AFFIRMATIVE DEFENSE

(Right to Assert Additional Defenses)

Experian hereby gives notice that it intends to rely on any additional affirmative defenses that become available or apparent through discovery and/or the factual development in this case or otherwise, and thus reserves the right to amend its answer to assert such additional defenses.

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

1. That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
2. For costs of suit herein incurred; and
3. For such other and further relief as the Court may deem just and proper.

DATED: May 6, 2009.

STOEL RIVES, LLP

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Attorneys for Defendant Experian Information
Solutions, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on May 6, 2009, I caused a true and correct copy of the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system which will send notification to the following participants:

- **Heidi C Anderson**
AndersonH@lanepowell.com, anderhc@verizon.net
- **Miriam H. Cho**
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whitej@lanepowell.com, yoons@lanepowell.com, Docketing-Sea@lanepowell.com

DATED: May 6, 2009.

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